

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LORNA BERNHOFT
420 Saddle Lane
Ojai, CA 93203,

Plaintiff

v.

JOSEPH PALMER
923 Clyde Lane
Philadelphia, PA 19128

IRENE PALMER
923 Clyde Lane
Philadelphia, PA 19128

JENNIFER PALMER
923 Clyde Lane
Philadelphia, PA 19128

JOSEPH D. PALMER AND
IRENE O. PALMER TRUST
923 Clyde Lane
Philadelphia, PA 19128

PALMER APARTMENTS
923 Clyde Lane
Philadelphia, PA 19128,

Defendants

NO. _____

NOTICE OF REMOVAL

NOW COME Defendants Joseph Palmer, Irene Palmer, Jennifer Palmer, Joseph D. Palmer and Irene O. Palmer Trust, and Palmer Apartments, by and through their counsel, and file this Notice of Removal pursuant to 28 U.S.C. § 1332 and § 1441, the grounds for which are as follows:

1. On March 4, 2011, Plaintiff Lorna Bernhoft commenced a civil action captioned as above in the Court of Common Pleas of Philadelphia County, PA, docketed at No. 110204849. A copy of the Civil Action Complaint commencing said civil action is attached hereto as **EXHIBIT A**.

2. On March 11, 2011, the aforesaid Civil Action Complaint was served on Defendants, as evidenced by the copy of the Civil Docket Report attached hereto as **EXHIBIT B**.

3. Plaintiff is a citizen of California, and all Defendants are citizens of Pennsylvania.

4. Pursuant to the aforesaid Civil Action Complaint, Plaintiff was an undergraduate student at the time of the incident on October 12, 2010 that is the subject of said civil action, who is seeking damages for catastrophic injuries, including injuries that have rendered her a paraplegic, plus past and future substantial medical and medically related expenses, plus past and future loss of earnings and earning capacity, plus punitive damages.

5. The matter in controversy exceeds the sum or value of \$150,000, exclusive of interest and costs. *2/1/11*

WHEREFORE, pursuant to 28 U.S.C. § 1441, Defendants hereby remove Plaintiff's aforesaid civil action from the Court of Common Pleas of Philadelphia County, PA, to this Court, as a civil action of which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332.

BODELL, BOVE, GRACE, & VAN HORN, P.C.

By:  *3-31-11*

Joseph F. Van Horn, Jr., Esquire

30 South 15th Street, Suite 600

Philadelphia, PA 19102

Tel: (215) 864-6600

E-mail: jvanhorn@bodellbove.com

EXHIBIT A

KLINE & SPECTER

A Professional Corporation

By: Thomas R. Kline, Esquire/28895
Dominic C. Guerrini, Esquire/91311
1525 Locust Street
Nineteenth Floor
Philadelphia, PA 19102



LORNA BERNHOFT
420 Saddle Lane
Ojai, CA 93023

Plaintiff,

v.

JOSEPH PALMER
923 Clyde Lane
Philadelphia, PA 19128

IRENE PALMER
923 Clyde Lane
Philadelphia, PA 19128

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY**

MARCH TERM, 2011

**CIVIL ACTION
NO.**

JURY TRIAL DEMANDED

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notices are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
Philadelphia Bar Association
1101 Market Street, 11th Floor
Philadelphia, PA 19107
(215) 231-6338

ADVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo a partir de la fecha de la demanda y la notificacion. Hace falta escribir una contestacion escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y regular que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Lawyer Referral Service
Philadelphia Bar Association
1101 Market Street, 11th Floor
Philadelphia, PA 19107
(215) 231-6338

JENNIFER PALMER
923 Clyde Lane
Philadelphia, PA 19128

JOSEPH D. PALMER AND IRENE O.
PALMER TRUST
923 Clyde Lane
Philadelphia, PA 19128

PALMER APARTMENTS
923 Clyde Lane
Philadelphia, PA 19128

Defendants

**CIVIL ACTION COMPLAINT
2F - PERSONAL INJURY AND PREMISES LIABILITY**

1. Plaintiff, Lorna Bernhoft, is an adult citizen and resident of the State of California, residing therein at 420 Saddle Lane, Ojai, CA 93023.
2. At the time of the incident that is the subject of the Complaint, Lorna Bernhoft was an undergraduate student at the University of Pennsylvania, residing at 3923 Pine Street, Philadelphia, PA 19104.
3. The incident that is the subject of this Complaint occurred on or about October 12, 2010, at 326 South 42nd Street, Philadelphia, PA 19104.
4. Defendant Joseph Palmer is an adult individual and citizen of the Commonwealth of Pennsylvania, residing therein at 923 Clyde Lane, Philadelphia, PA 19128.
5. Defendant Irene Palmer is an adult individual and citizen of the Commonwealth of Pennsylvania, residing therein at 923 Clyde Lane, Philadelphia, PA 19128.
6. Defendant Jennifer Palmer is an adult individual and citizen of the Commonwealth of Pennsylvania, residing therein at 923 Clyde Lane, Philadelphia, PA 19128.

7. Defendant Joseph D. Palmer and Irene O. Palmer Trust is a Pennsylvania trust and/or other jural entity, with a location of 923 Clyde Lane, Philadelphia, PA 19128.

8. Defendant Palmer Apartments is a Pennsylvania corporation or other jural entity with a principle place of business located at 923 Clyde Lane, Philadelphia, PA 19128.

9. At all times relevant hereto, defendants Joseph Palmer, Irene Palmer, Jennifer Palmer, Joseph D. Palmer and Irene O. Palmer Trust and Palmer Apartments were the owners, operators, property managers and managing agents of a property located at 326 South 42nd Street, Philadelphia, PA 19104 (the "subject premises").

10. The aforementioned defendants will hereinafter be collectively referred to as "the Palmer defendants."

11. The Palmer defendants, at all times relevant hereto, have regularly conducted business in Philadelphia County within the Commonwealth of Pennsylvania.

12. The Palmer defendants, at all times relevant hereto, either directly, or through their agents, servants, and/or employees, owned, operated, managed, maintained and actively controlled the premises of the subject house located at 326 South 42nd Street in Philadelphia, Pennsylvania.

13. The subject premises had a skylight, which allowed light from the subject property's roof to shine down through the roof, and at one time, through a small opening on the floor of the fourth floor of the subject premises.

14. Prior to the subject accident, the Palmer defendants attempted to remove the skylight opening that had been on the floor on the fourth floor of the subject premises, by covering it.

15. In order to remove this skylight opening, the Palmer defendants used a flimsy piece of flex board which they taped over the opening, using nothing but duct tape.

16. In addition to being covered with flimsy flex board, the subject opening was also covered with carpet, which allowed the opening to be concealed and to blend in with the surrounding environment.

17. The size of the subject opening was approximately two feet by three feet. This large opening, completely unmarked, and affirmatively hidden by the flimsy fiberboard and carpet, was dangerous, defective and constituted an unsafe condition on the subject property, posing a foreseeable and hazardous risk to all guests and inhabitants of the subject property.

18. The above harmful and hazardous condition had been present and existed for some time prior to the subject accident, but was not marked or protected in any way so as to advise or alert anyone of the dangerous condition, and had not been repaired or in any way maintained prior to the date of the accident. Moreover, this dangerous condition was known by all defendants or, in the exercise of reasonable care, should have been known to all defendants, who failed to warn the plaintiff about the dangerous and unsafe condition.

19. At all times material hereto, the defendants had actual notice that the covered skylight opening was defective, creating a dangerous condition for the plaintiff, and all other visitors and inhabitants of the subject property.

20. At all times material hereto, all defendants knew or had reason to know that the covering was unsteady, insufficiently sturdy and/or lacked the structural integrity necessary to stay in place, creating a dangerous and defective condition.

21. Despite having notice and despite having plenty of opportunity to investigate and correct this dangerous and defective condition, none of the defendants took any steps to do so.

22. The defendants breached their duty to Lorna Bernhoft to keep the subject premises free from unsafe conditions within a reasonable time from receipt of actual and constructive notice of the unsafe condition.

23. Prior to the date of the accident, all defendants knew and willfully and recklessly disregarded the fact that the fiberboard covering this opening was unstable, unsteady and dangerous, posing a substantial risk of harm to all tenants and invitees at the apartment, such as Lorna Bernhoft.

24. Despite such knowledge, and in willful, wonton, outrageous and reckless disregard for human life and safety, including the safety and well-being of Lorna Bernhoft, the defendants nevertheless neglected to repair the subject opening when the defendants knew that they could seriously injure and/or cause the death of people such as Lorna Bernhoft.

25. All defendants specifically failed to warn tenants, visitors and invitees of the subject property of the potential danger discussed herein.

26. On the early morning hours of October 12, 2010, Lorna Bernhoft was attending a gathering hosted by members of the Quaker Notes, an Acapella group at the University of Pennsylvania to which Lorna belonged. While socializing with some people at the gathering, Lorna walked towards the covered skylight opening, and not realizing the death trap that it was, went to sit down on top of it.

27. As soon as she sat down, the fiberboard, which was flimsy and affixed improperly, moved such that Lorna was caused to fall through the skylight opening.

28. As a result of the fall, Lorna fell approximately 15-20 feet onto the stair well below, landing on her tail bone. She proceeded to slide down the stairs, ultimately landing on her head.

29. The defendants' conduct, as set forth above, was willful and wanton misconduct, reckless, and evidenced a reckless disregard and indifference to the high degree of risk to human life and safety, including the safety and well-being of Lorna Bernhoft.

30. As a direct and proximate result of the negligence and recklessness of all defendants, Lorna Bernhoft suffered catastrophic injuries to her bones, muscles, brain, nerves and nervous system, including, but not limited to injuries at T11, and C4-C5, which have rendered her a paraplegic. Lorna also now suffers from incontinence and other injuries as set forth in her medical records. As a direct and proximate result of the negligence and recklessness of all defendants, Lorna Bernhoft has suffered from shock, anxiety, emotional distress, and other physical and emotional injuries and upset, the full of extent of which are not yet known and some or all of which may be permanent in nature, pain-producing and disabling.

31. As a direct and proximate result of the negligence of all defendants, Lorna Bernhoft has suffered injuries that have precluded her and will continue in the future to preclude her from fully enjoying the ordinary pleasures of life and participating in her ordinary activities and avocations.

32. As a direct and proximate result of the negligence and recklessness of all defendants, Lorna Bernhoft has suffered and will continue to suffer into the future pain, suffering, agony, anxiety, mental anguish, depression, disability, mental disturbances, bodily deformation, embarrassment, humiliation, loss of life's pleasures, loss of well-being and other such intangible losses some or all of which may be permanent in nature.

33. As a direct and proximate result of the negligence of all defendants, Lorna Bernhoft has been forced to endure multiple, surgical procedures, including a craniotomy, a cranioplasty, a tracheotomy, and surgery to both her cervical and thoracic spine.

34. As a direct and proximate result of the negligence and recklessness of all defendants, Lorna Bernhoft has incurred in the past and will incur into the future substantial medical and medically related expenses, including, but not limited to, expenditures for medical attention, medications, hospitalizations, medical and surgical care, testing, physical therapy, occupational therapy, rehabilitative care, equipment, and other care and treatment to attempt to treat and to attempt to alleviate, minimize and/or cure herself of the aforementioned injuries.

35. As a direct and proximate result of the negligence and recklessness of all defendants, Lorna Bernhoft has suffered in the past and will in the future continue to suffer loss of depreciation of earnings and earning capacity to her great detriment and loss.

36. The injuries described herein were caused solely and exclusively by the negligence and recklessness of all defendants, their agents, servants, and/or employees, and were in no manner caused or contributed to by any acts or omissions on the part of Lorna Bernhoft.

COUNT I - NEGLIGENCE
Plaintiff v. Defendant, Joseph Palmer

37. Paragraphs 1 through 36 are incorporated herein by reference as if fully set forth herein.

38. Defendant, Joseph Palmer, failed to protect invitees to the subject premises from injuries and to properly maintain the subject premises in a safe and reasonable condition.

39. Defendant, Joseph Palmer, failed to warn his tenants and invitees at the subject premises of the dangerous and defective conditions on the premises, as described herein, so as to avoid harm to people such as Lorna Bernhoft.

40. Defendant, Joseph Palmer, was negligent, careless and reckless in the following particular respects:

-
-
- a. Allowing and permitting the dangerous and defective condition of the improperly covered skylight to exist on the subject premises;
 - b. Failing to properly cover the subject skylight/opening so as to prevent someone from falling through it;
 - c. Failing to exercise reasonable care in covering the skylight opening on the fourth floor of the subject premises;
 - d. Failing to maintain the subject premises in safe condition;
 - e. Failing to exercise reasonable care to provide a safe and secure fourth floor, upon actual notice that the carpet and fiberboard covering the opening were loose, unstable, and insufficient;
 - f. Failing to provide notice and/or warnings to guests and invitees at the property, including Lorna Bernhoft, of the dangerous and defective condition created by the covered skylight opening;
 - g. Failing to provide notice and/or warning to guests and invitees such as Lorna Bernhoft of the degree of danger that was created by the loose, unstable and insufficient covering for the subject skylight opening;
 - h. Failing to take proper precautions to eliminate the unsafe condition on the premises over which it retained control, despite the fact that they knew or should have known that the covered skylight opening posed a hazardous risk to people such as Lorna Bernhoft;
 - i. Failing, despite actual notice, that the skylight covering was loose, improperly affixed, unstable and improper, to use reasonable care to fix this condition;

j. Violating applicable building codes; and

k. Violating applicable property maintenance codes.

41. As a direct and proximate result of the conduct describe above, Lorna Bernhoft has suffered and continues to suffer extensive and severe injuries as set forth herein.

WHEREFORE, plaintiff Lorna Bernhoft demands judgment against all defendants, jointly and severally, in an amount in excess of the local arbitration limits and in excess of \$50,000.00, exclusive of pre-judgment interest, costs and post-judgment interest. The amount claimed exceeds the jurisdictional amount requiring arbitration. Plaintiff also seeks punitive damages from all defendants.

COUNT II - NEGLIGENCE
Plaintiff v. Defendant, Irene Palmer

42. Paragraphs 1 through 41 are incorporated herein by reference as if fully set forth herein.

43. Defendant, Irene Palmer, failed to protect invitees to the subject premises from injuries and to properly maintain the subject premises in a safe and reasonable condition.

44. Defendant, Irene Palmer, failed to warn her tenants and invitees at the subject premises of the dangerous and defective conditions on the premises, as described herein, so as to avoid harm to people such as Lorna Bernhoft.

45. Defendant, Irene Palmer, was negligent, careless and reckless in the following particular respects:

- a. Allowing and permitting the dangerous and defective condition of the improperly covered skylight to exist on the subject premises;
- b. Failing to properly cover the subject skylight/opening so as to prevent someone from falling through it;

-
-
- c. Failing to exercise reasonable care in covering the skylight opening on the fourth floor of the subject premises;
 - d. Failing to maintain the subject premises in safe condition;
 - e. Failing to exercise reasonable care to provide a safe and secure fourth floor, upon actual notice that the carpet and fiberboard covering the opening were loose, unstable, and insufficient;
 - f. Failing to provide notice and/or warnings to guests and invitees at the property, including Lorna Bernhoft, of the dangerous and defective condition created by the covered skylight opening;
 - g. Failing to provide notice and/or warning to guests and invitees such as Lorna Bernhoft of the degree of danger that was created by the loose, unstable and insufficient covering for the subject skylight opening;
 - h. Failing to take proper precautions to eliminate the unsafe condition on the premises over which it retained control, despite the fact that they knew or should have known that the covered skylight opening posed a hazardous risk to people such as Lorna Bernhoft;
 - i. Failing, despite actual notice, that the skylight covering was loose, improperly affixed, unstable and improper, to use reasonable care to fix this condition;
 - j. Violating applicable building codes; and
 - k. Violating applicable property maintenance codes.

46. As a direct and proximate result of the conduct describe above, Lorna Bernhoft has suffered and continues to suffer extensive and severe injuries as set forth herein.

WHEREFORE, plaintiff Lorna Bernhoft demands judgment against all defendants, jointly and severally, in an amount in excess of the local arbitration limits and in excess of \$50,000.00, exclusive of pre-judgment interest, costs and post-judgment interest. The amount claimed exceeds the jurisdictional amount requiring arbitration. Plaintiff also seeks punitive damages from all defendants.

COUNT III - NEGLIGENCE
Plaintiff v. Defendant, Jennifer Palmer

47. Paragraphs 1 through 46 are incorporated herein by reference as if fully set forth herein.

48. Defendant, Jennifer Palmer, failed to protect invitees to the subject premises from injuries and to properly maintain the subject premises in a safe and reasonable condition.

49. Defendant, Jennifer Palmer, failed to warn her tenants and invitees at the subject premises of the dangerous and defective conditions on the premises, as described herein, so as to avoid harm to people such as Lorna Bernhoft.

50. Defendant, Jennifer Palmer, was negligent, careless and reckless in the following particular respects:

- a. Allowing and permitting the dangerous and defective condition of the improperly covered skylight to exist on the subject premises;
- b. Failing to properly cover the subject skylight/opening so as to prevent someone from falling through it;
- c. Failing to exercise reasonable care in covering the skylight opening on the fourth floor of the subject premises;
- d. Failing to maintain the subject premises in safe condition;

-
-
- e. Failing to exercise reasonable care to provide a safe and secure fourth floor, upon actual notice that the carpet and fiberboard covering the opening were loose, unstable, and insufficient;
 - f. Failing to provide notice and/or warnings to guests and invitees at the property, including Lorna Bernhoft, of the dangerous and defective condition created by the covered skylight opening;
 - g. Failing to provide notice and/or warning to guests and invitees such as Lorna Bernhoft of the degree of danger that was created by the loose, unstable and insufficient covering for the subject skylight opening;
 - h. Failing to take proper precautions to eliminate the unsafe condition on the premises over which it retained control, despite the fact that they knew or should have known that the covered skylight opening posed a hazardous risk to people such as Lorna Bernhoft;
 - i. Failing, despite actual notice, that the skylight covering was loose, improperly affixed, unstable and improper, to use reasonable care to fix this condition;
 - j. Violating applicable building codes; and
 - k. Violating applicable property maintenance codes.

51. As a direct and proximate result of the conduct describe above, Lorna Bernhoft has suffered and continues to suffer extensive and severe injuries as set forth herein.

WHEREFORE, plaintiff Lorna Bernhoft demands judgment against all defendants, jointly and severally, in an amount in excess of the local arbitration limits and in excess of \$50,000.00, exclusive of pre-judgment interest, costs and post-judgment interest. The amount

claimed exceeds the jurisdictional amount requiring arbitration. Plaintiff also seeks punitive damages from all defendants.

COUNT IV - NEGLIGENCE

Plaintiff v. Defendant, Joseph D. Palmer and Irene O. Palmer Trust

52. Paragraphs 1 through 51 are incorporated herein by reference as if fully set forth herein.

53. Defendant, Joseph D. Palmer and Irene O. Palmer Trust, failed to protect invitees to the subject premises from injuries and to properly maintain the subject premises in a safe and reasonable condition.

54. Defendant, Joseph D. Palmer and Irene O. Palmer, failed to warn their tenants and invitees at the subject premises of the dangerous and defective conditions on the premises, as described herein, so as to avoid harm to people such as Lorna Bernhoft.

55. Defendant, Joseph D. Palmer and Irene O. Palmer, was negligent, careless and reckless in the following particular respects:

- a. Allowing and permitting the dangerous and defective condition of the improperly covered skylight to exist on the subject premises;
- b. Failing to properly cover the subject skylight/opening so as to prevent someone from falling through it;
- c. Failing to exercise reasonable care in covering the skylight opening on the fourth floor of the subject premises;
- d. Failing to maintain the subject premises in safe condition;
- e. Failing to exercise reasonable care to provide a safe and secure fourth floor, upon actual notice that the carpet and fiberboard covering the opening were loose, unstable, and insufficient;

- f. Failing to provide notice and/or warnings to guests and invitees at the property, including Lorna Bernhoft, of the dangerous and defective condition created by the covered skylight opening;
- g. Failing to provide notice and/or warning to guests and invitees such as Lorna Bernhoft of the degree of danger that was created by the loose, unstable and insufficient covering for the subject skylight opening;
- h. Failing to take proper precautions to eliminate the unsafe condition on the premises over which it retained control, despite the fact that they knew or should have known that the covered skylight opening posed a hazardous risk to people such as Lorna Bernhoft;
- i. Failing, despite actual notice, that the skylight covering was loose, improperly affixed, unstable and improper, to use reasonable care to fix this condition;
- j. Violating applicable building codes; and
- k. Violating applicable property maintenance codes.

56. As a direct and proximate result of the conduct describe above, Lorna Bernhoft has suffered and continues to suffer extensive and severe injuries as set forth herein.

WHEREFORE, plaintiff Lorna Bernhoft demands judgment against all defendants, jointly and severally, in an amount in excess of the local arbitration limits and in excess of \$50,000.00, exclusive of pre-judgment interest, costs and post-judgment interest. The amount claimed exceeds the jurisdictional amount requiring arbitration. Plaintiff also seeks punitive damages from all defendants.

COUNT V - NEGLIGENCE
Plaintiff v. Defendant, Palmer Apartments

57. Paragraphs 1 through 56 are incorporated herein by reference as if fully set forth herein.

58. Defendant, Palmer Apartments, failed to protect invitees to the subject premises from injuries and to properly maintain the subject premises in a safe and reasonable condition.

59. Defendant, Palmer Apartments, failed to warn their tenants and invitees at the subject premises of the dangerous and defective conditions on the premises, as described herein, so as to avoid harm to people such as Lorna Bernhoft.

60. Defendant, Palmer Apartments, was negligent, careless and reckless in the following particular respects:

- a. Allowing and permitting the dangerous and defective condition of the improperly covered skylight to exist on the subject premises;
- b. Failing to properly cover the subject skylight/opening so as to prevent someone from falling through it;
- c. Failing to exercise reasonable care in covering the skylight opening on the fourth floor of the subject premises;
- d. Failing to maintain the subject premises in safe condition;
- e. Failing to exercise reasonable care to provide a safe and secure fourth floor, upon actual notice that the carpet and fiberboard covering the opening were loose, unstable, and insufficient;
- f. Failing to provide notice and/or warnings to guests and invitees at the property, including Lorna Bernhoft, of the dangerous and defective condition created by the covered skylight opening;

- g. Failing to provide notice and/or warning to guests and invitees such as Lorna Bernhoft of the degree of danger that was created by the loose, unstable and insufficient covering for the subject skylight opening;
- h. Failing to take proper precautions to eliminate the unsafe condition on the premises over which it retained control, despite the fact that they knew or should have known that the covered skylight opening posed a hazardous risk to people such as Lorna Bernhoft;
- i. Failing, despite actual notice, that the skylight covering was loose, improperly affixed, unstable and improper, to use reasonable care to fix this condition;
- j. Violating applicable building codes; and
- k. Violating applicable property maintenance codes.

61. As a direct and proximate result of the conduct describe above, Lorna Bernhoft has suffered and continues to suffer extensive and severe injuries as set forth herein.

WHEREFORE, plaintiff Lorna Bernhoft demands judgment against all defendants, jointly and severally, in an amount in excess of the local arbitration limits and in excess of \$50,000.00, exclusive of pre-judgment interest, costs and post-judgment interest. The amount claimed exceeds the jurisdictional amount requiring arbitration. Plaintiff also seeks punitive damages from all defendants.

COUNT VI - NEGLIGENCE PER SE
Plaintiff v. Defendant, Joseph Palmer

62. Paragraphs 1 through 61 are incorporated herein by reference as if fully set forth herein.

63. Defendant, Joseph Palmer, violated applicable codes, including the International Building Code, the International Property Maintenance Code, the International Fire Code (all in effect in Philadelphia at the time of this incident), by utilizing substandard materials, affixed improperly to cover a two foot by three foot hole in the floor on the fourth floor of the subject premises, and was therefore negligent per se.

64. Defendant, Joseph Palmer, failed to comply with the International Building Code, International Property Maintenance Code, and the International Fire Code in effect in Philadelphia at the time of the incident, in the following particular respects:

- a. Failing to utilize materials to cover the subject skylight opening that could withstand the minimum load requirements set forth in the International Building Code;
- b. Improperly affixing the flex board to the skylight opening, in violation of the International Building Code;
- c. Allowing an unsafe structure to exist on the premises as defined by the International Property Management Code;
- d. Failing to maintain the fourth floor in reasonably good repair;
- e. Utilizing a cover for the subject skylight opening that was not firmly affixed or fastened;
- f. Utilizing a cover for the subject skylight opening that was incapable of supporting normally imposed loads;
- g. Allowing appurtenances on the fourth floor that are not structurally sound and are incapable of supporting normally imposed loads.

65. As a direct and proximate result of such breaches, Lorna Bernhoft has suffered and continues to suffer extensive and severe injuries as set forth above.

WHEREFORE, plaintiff Lorna Bernhoft demands judgment against all defendants, jointly and severally, in an amount in excess of the local arbitration limits and in excess of \$50,000.00, exclusive of pre-judgment interest, costs and post-judgment interest. The amount claimed exceeds the jurisdictional amount requiring arbitration. Plaintiff also seeks punitive damages from all defendants.

COUNT VII - NEGLIGENCE PER SE
Plaintiff v. Defendant, Irene Palmer

66. Paragraphs 1 through 65 are incorporated herein by reference as if fully set forth herein.

67. Defendant, Irene Palmer, violated applicable codes, including the International Building Code, the International Property Maintenance Code, the International Fire Code (all in effect in Philadelphia at the time of this incident), by utilizing substandard materials, affixed improperly to cover a two foot by three foot hole in the floor on the fourth floor of the subject premises, and was therefore negligent per se.

68. Defendant, Irene Palmer, failed to comply with the International Building Code, International Property Maintenance Code, and the International Fire Code in effect in Philadelphia at the time of the incident, in the following particular respects:

- a. Failing to utilize materials to cover the subject skylight opening that could withstand the minimum load requirements set forth in the International Building Code;
- b. Improperly affixing the flex board to the skylight opening, in violation of the International Building Code;

- c. Allowing an unsafe structure to exist on the premises as defined by the International Property Management Code;
- d. Failing to maintain the fourth floor in reasonably good repair;
- e. Utilizing a cover for the subject skylight opening that was not firmly affixed or fastened;
- f. Utilizing a cover for the subject skylight opening that was incapable of supporting normally imposed loads;
- g. Allowing appurtenances on the fourth floor that are not structurally sound and are incapable of supporting normally imposed loads.

69. As a direct and proximate result of such breaches, Lorna Bernhoft has suffered and continues to suffer extensive and severe injuries as set forth above.

WHEREFORE, plaintiff Lorna Bernhoft demands judgment against all defendants, jointly and severally, in an amount in excess of the local arbitration limits and in excess of \$50,000.00, exclusive of pre-judgment interest, costs and post-judgment interest. The amount claimed exceeds the jurisdictional amount requiring arbitration. Plaintiff also seeks punitive damages from all defendants.

COUNT VIII - NEGLIGENCE PER SE
Plaintiff v. Defendant, Jennifer Palmer

70. Paragraphs 1 through 69 are incorporated herein by reference as if fully set forth herein.

71. Defendant, Jennifer Palmer, violated applicable codes, including the International Building Code, the International Property Maintenance Code, the International Fire Code (all in effect in Philadelphia at the time of this incident), by utilizing substandard materials, affixed

improperly to cover a two foot by three foot hole in the floor on the fourth floor of the subject premises, and was therefore negligent per se.

72. Defendant, Jennifer Palmer, failed to comply with the International Building Code, International Property Maintenance Code, and the International Fire Code in effect in Philadelphia at the time of the incident, in the following particular respects:

- a. Failing to utilize materials to cover the subject skylight opening that could withstand the minimum load requirements set forth in the International Building Code;
- b. Improperly affixing the flex board to the skylight opening, in violation of the International Building Code;
- c. Allowing an unsafe structure to exist on the premises as defined by the International Property Management Code;
- d. Failing to maintain the fourth floor in reasonably good repair;
- e. Utilizing a cover for the subject skylight opening that was not firmly affixed or fastened;
- f. Utilizing a cover for the subject skylight opening that was incapable of supporting normally imposed loads;
- g. Allowing appurtenances on the fourth floor that are not structurally sound and are incapable of supporting normally imposed loads.

73. As a direct and proximate result of such breaches, Lorna Bernhoft has suffered and continues to suffer extensive and severe injuries as set forth above.

WHEREFORE, plaintiff Lorna Bernhoft demands judgment against all defendants, jointly and severally, in an amount in excess of the local arbitration limits and in excess of

\$50,000.00, exclusive of pre-judgment interest, costs and post-judgment interest. The amount claimed exceeds the jurisdictional amount requiring arbitration. Plaintiff also seeks punitive damages from all defendants.

COUNT IX - NEGLIGENCE PER SE
Plaintiff v. Defendant, Joseph D. Palmer and Irene O. Palmer Trust

74. Paragraphs 1 through 73 are incorporated herein by reference as if fully set forth herein.

75. Defendant, Joseph D. Palmer and Irene O. Palmer Trust, violated applicable codes, including the International Building Code, the International Property Maintenance Code, the International Fire Code (all in effect in Philadelphia at the time of this incident), by utilizing substandard materials, affixed improperly to cover a two foot by three foot hole in the floor on the fourth floor of the subject premises, and was therefore negligent per se.

76. Defendant, Joseph D. Palmer and Irene O. Palmer Trust, failed to comply with the International Building Code, International Property Maintenance Code, and the International Fire Code in effect in Philadelphia at the time of the incident, in the following particular respects:

- a. Failing to utilize materials to cover the subject skylight opening that could withstand the minimum load requirements set forth in the International Building Code;
- b. Improperly affixing the flex board to the skylight opening, in violation of the International Building Code;
- c. Allowing an unsafe structure to exist on the premises as defined by the International Property Management Code;
- d. Failing to maintain the fourth floor in reasonably good repair;

- e. Utilizing a cover for the subject skylight opening that was not firmly affixed or fastened;
- f. Utilizing a cover for the subject skylight opening that was incapable of supporting normally imposed loads;
- g. Allowing appurtenances on the fourth floor that are not structurally sound and are incapable of supporting normally imposed loads.

77. As a direct and proximate result of such breaches, Lorna Bernhoft has suffered and continues to suffer extensive and severe injuries as set forth above.

WHEREFORE, plaintiff Lorna Bernhoft demands judgment against all defendants, jointly and severally, in an amount in excess of the local arbitration limits and in excess of \$50,000.00, exclusive of pre-judgment interest, costs and post-judgment interest. The amount claimed exceeds the jurisdictional amount requiring arbitration. Plaintiff also seeks punitive damages from all defendants.

COUNT X - NEGLIGENCE PER SE
Plaintiff v. Defendant, Palmer Apartments

78. Paragraphs 1 through 77 are incorporated herein by reference as if fully set forth herein.

79. Defendant, Palmer Apartments, violated applicable codes, including the International Building Code, the International Property Maintenance Code, the International Fire Code (all in effect in Philadelphia at the time of this incident), by utilizing substandard materials, affixed improperly to cover a two foot by three foot hole in the floor on the fourth floor of the subject premises, and was therefore negligent per se.

80. Defendant, Palmer Apartments, failed to comply with the International Building Code, International Property Maintenance Code, and the International Fire Code in effect in Philadelphia at the time of the incident, in the following particular respects:

- a. Failing to utilize materials to cover the subject skylight opening that could withstand the minimum load requirements set forth in the International Building Code;
- b. Improperly affixing the flex board to the skylight opening, in violation of the International Building Code;
- c. Allowing an unsafe structure to exist on the premises as defined by the International Property Management Code;
- d. Failing to maintain the fourth floor in reasonably good repair;
- e. Utilizing a cover for the subject skylight opening that was not firmly affixed or fastened;
- f. Utilizing a cover for the subject skylight opening that was incapable of supporting normally imposed loads;
- g. Allowing appurtenances on the fourth floor that are not structurally sound and are incapable of supporting normally imposed loads.

81. As a direct and proximate result of such breaches, Lorna Bernhoft has suffered and continues to suffer extensive and severe injuries as set forth above.

WHEREFORE, plaintiff Lorna Bernhoft demands judgment against all defendants, jointly and severally, in an amount in excess of the local arbitration limits and in excess of \$50,000.00, exclusive of pre-judgment interest, costs and post-judgment interest. The amount

claimed exceeds the jurisdictional amount requiring arbitration. Plaintiff also seeks punitive damages from all defendants.

KLINE & SPECTER
A Professional Corporation

Dated: _____

BY: _____

THOMAS R. KLINE, ESQUIRE
DOMINIC C. GUERRINI, ESQUIRE
The Nineteenth Floor
1525 Locust Street
Philadelphia, Pennsylvania 19102
(215) 772-1000 telephone
(215) 735-0937 telefax

VERIFICATION

I Lorna Bernhoft, hereby verify that I am the plaintiff in the foregoing action; that the attached Complaint is based upon information which I have furnished to my counsel and information which has been gathered by my counsel in the preparation of the lawsuit. The language of the Complaint is that of counsel and not of affiant. I have read the Complaint and to the extent that the allegations therein are based upon information I have given counsel, they are true and correct to the best of my knowledge, information, and belief. To the extent that the contents of the Complaint are that of counsel, I have relied upon counsel in making this Verification. I understand that false statements made herein are made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsifications to authorities.

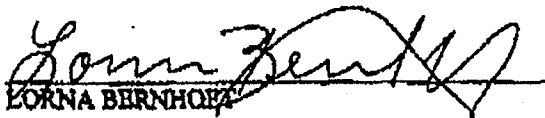

LORNA BERNHOFT

EXHIBIT B

Civil Docket Report

Case Description

Case ID: 110204849
Case Caption: BERNHOFT VS PALMER ETAL
Filing Date: Friday , March 04th, 2011
Court: JS - MAJOR JURY-STANDARD
Location: CH - City Hall
Jury: J - JURY
Case Type: 2S - PREMISES LIABILITY, SLIP/FALL
Status: CLWCM - WAITING TO LIST CASE MGMT CONF

Related Cases

No related cases were found.

Case Event Schedule

No case events were found.

Case Parties

Seq #	Assoc	Expn Date	Type	ID	Name
1			ATTORNEY FOR PLAINTIFF	A28895	KLINE, THOMAS R
Address:	KLINE & SPECTER 1525 LOCUST ST., 19TH FL. PHILADELPHIA PA 19102 (215)772-1000		Aliases:	none	
2	1		PLAINTIFF	@6905138	BERNHOF, LORNA
Address:	420 SADDLE LANE OJAI CA 93023		Aliases:	none	
3			DEFENDANT	@6905139	PALMER, JOSEPH

Address:	923 CLYDE LANE PHILADELPHIA PA 19128	Aliases:	none
4		DEFENDANT	@6905140 PALMER, IRENE
Address:	923 CLYDE LANE PHILADELPHIA PA 19128	Aliases:	none
5		DEFENDANT	@6905141 PALMER, JENNIFER
Address:	923 CLYDE LANE PHILADELPHIA PA 19128	Aliases:	none
6		DEFENDANT	@6905142 JOSEPH D. PALMER AND IRENE O. PALMER TRUST
Address:	923 CLYDE LANE PHILADELPHIA PA 19128	Aliases:	none
7		DEFENDANT	@6905143 PALMER APARTMENTS
Address:	923 CLYDE LANE PHILADELPHIA PA 19128	Aliases:	none
8	1	ATTORNEY FOR PLAINTIFF	A91311 GUERRINI, DOMINIC C
Address:	1525 LOCUST STREET 19TH FLOOR PHILADELPHIA PA 19102 (215)772--100	Aliases:	none
9		TEAM LEADER	J280 MANFREDI, WILLIAM J
Address:	510 CITY HALL PHILADELPHIA	Aliases:	none

PA 19107 (215)686-3718		
---------------------------	--	--

Docket Entries

Filing Date/Time	Docket Type	Filing Party	Disposition Amount	Approval/Entry Date
04-MAR-2011 11:43 AM	ACTIV - ACTIVE CASE			04-MAR-2011 11:46 AM
Docket Entry:	E-Filing Number: 1103008316			
04-MAR-2011 11:43 AM	CIVIL - COMMENCEMENT CIVIL ACTION JURY	KLINE, THOMAS R		04-MAR-2011 11:46 AM
Docket Entry:	none.			
04-MAR-2011 11:43 AM	CMPLT - COMPLAINT FILED NOTICE GIVEN	KLINE, THOMAS R		04-MAR-2011 11:46 AM
Docket Entry:	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED.			
04-MAR-2011 11:43 AM	SSCG5 - SHERIFF'S SURCHARGE 5 DEFTS	KLINE, THOMAS R		04-MAR-2011 11:46 AM
Docket Entry:	none.			
04-MAR-2011 11:43 AM	JURYT - JURY TRIAL PERFECTED	KLINE, THOMAS R		04-MAR-2011 11:46 AM
Docket Entry:	12 JURORS REQUESTED.			
04-MAR-2011 11:43 AM	CLWCM - WAITING TO LIST CASE MGMT CONF	KLINE, THOMAS R		04-MAR-2011 11:46 AM
Docket Entry:	none.			

04-MAR-2011 05:32 PM	ENAPC - ENTRY OF APPEARANCE-CO COUNSEL	GUERRINI, DOMINIC C		07-MAR-2011 07:14 AM
Docket Entry:	ENTRY OF APPEARANCE OF AS CO-COUNSEL FILED. (FILED ON BEHALF OF LORNA BERNHOFT)			
15-MAR-2011 10:49 AM	AFDVT - AFFIDAVIT OF SERVICE FILED			15-MAR-2011 10:49 AM
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON JOSEPH PALMER BY PERSONAL SERVICE ON 03/11/2011 FILED.			
15-MAR-2011 10:50 AM	AFDVT - AFFIDAVIT OF SERVICE FILED			15-MAR-2011 10:50 AM
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON IRENE PALMER BY PERSONAL SERVICE ON 03/11/2011 FILED.			
15-MAR-2011 10:53 AM	AFDVT - AFFIDAVIT OF SERVICE FILED			15-MAR-2011 10:54 AM
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON JENNIFER PALMER BY PERSONAL SERVICE ON 03/11/2011 FILED.			
15-MAR-2011 10:54 AM	AFDVT - AFFIDAVIT OF SERVICE FILED			15-MAR-2011 10:54 AM
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON JOSEPH D. PALMER AND IRENE O. PALMER TRUST BY PERSONAL SERVICE ON 03/11/2011 FILED.			
15-MAR-2011 10:55 AM	AFDVT - AFFIDAVIT OF SERVICE FILED			15-MAR-2011 10:55 AM
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON PALMER APARTMENTS BY PERSONAL SERVICE ON 03/11/2011 FILED.			
30-MAR-2011 01:42 PM	NTDPW - NOTICE OF SUIT TO DPW	GUERRINI, DOMINIC C		30-MAR-2011 01:43 PM
Docket Entry:	NOTICE OF SUIT TO PENNSYLVANIA DEPARTMENT OF PUBLIC WELFARE FILED. (FILED ON BEHALF OF LORNA BERNHOFT)			